

Judge Pauley
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED BULK CARRIERS
INTERNATIONAL L.D.A.,

Plaintiff,

- against -

NORTH CHINA SHIPPING LTD.,

Defendant.
-----X

08 CIV 58797
08 Civ. _____
ECF CASE

VERIFIED COMPLAINT

Plaintiff, UNITED BULK CARRIERS INTERNATIONAL L.D.A. (hereinafter referred to as "Plaintiff" or "UNITED BULK"), by and through its attorneys, Tisdale Law Offices-LLC, as and for its Verified Complaint against the Defendant NORTH CHINA SHIPPING LTD. (hereinafter referred to as "Defendant" or "NCSL"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Madeira.
3. Upon information and belief, Defendant was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in the Bahamas.

4. By a charter party dated February 23, 2007, United Bulk chartered the "M/V WINA" from the Defendant for a time charter period of "minimum 12/about 14 months in Charterers' option."

5. Certain disputes arose between the parties regarding Defendant's breaches of the charter party for failure to pay Plaintiff's off-hire claims, the under-performance of the Vessel and the Defendant's wrongful drydocking of the Vessel.

6. As a result of Defendant's breaches of the charter party, Plaintiff has suffered damages in the principal amount of \$1,499,637.90. *See Charterers' Final Hire Statement annexed hereto as Exhibit "1."*

7. Despite due demand, Defendant has failed to pay the sums due and owing as a result of its breaches of the charter party.

8. Pursuant to the aforementioned charter party, any disputes arising thereunder shall be referred to Arbitration in London with English law to apply.

9. Plaintiff will soon commence arbitration in London and appoint its arbitrator.

10. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$1,499,637.90
	Balance due under Final Hire Statement	\$1,137,737.97
	Balance due for wrongful dry docking of Vessel	\$361,900.00
B.	Estimated interest on claims: 3 years at 8%	\$402,678.38
C.	Estimated attorneys' fees and costs:	\$100,000.00

Total **\$2,002,316.20**

11. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

12. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of **\$2,002,316.20**.

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any

other funds up to the amount of **\$2,002,316.20** belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;

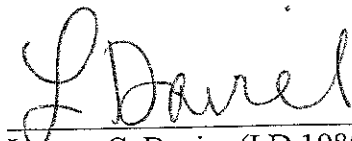
D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: June 30, 2008
New York, NY

The Plaintiff,
UNITED BULK CARRIERS
INTERNATIONAL L.D.A.,

By:



Lauren C. Davies (LD 1980)
Thomas L. Tisdale (TT 5263)
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ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: City of Southport
County of Fairfield)

1. My name is Lauren C. Davies.

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the
Plaintiff.

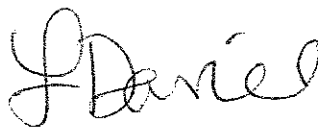
4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information
and belief.

5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.

6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents
and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: June 30, 2008
 Southport, CT



Lauren C. Davies

EXHIBIT 1

UNITED BULK CARRIERS INTL MADEIRA					
Final Hire Statement					
Delivery:	D.L.O.S.P. CORPUS CHRISTI	M/V:	M/V WINA - C/P 23/2/2007		
Redelivery:	D.L.O.S.P. SHANGHAI	Owners:	NORTH CHINA SHIPPING LTD BAHAMAS		
		Charterers:	UNITED BULK CARRIERS INTL MADEIRA		
Gross hire	in GRT time				
From	17-Mar-07	02.40			
To	25-May-08	06.45			
Days	435.170139	at	\$28,500		\$12,402,348.96
Ballast Bonus (Owners favour)				\$0.00	\$555,000.00
Off hire (sum of various periods - start first / end last)					
From	21-Mar-07	19.05			
To	01-Apr-07	01.50			
Days	10.28125	at	\$28,500	\$293,015.63	
Off hire (sum of various periods - start first / end last)					
From	19-Jul-07	08.10	0.00		
To	20-Jul-07	19.40			
Days	1.47917	at	\$28,500	\$42,156.34	
Off hire (sum of various periods - start first / end last)					
From	28-Aug-07	10.00			
To	29-Aug-07	09.30			
Days	0.97917	at	\$28,500	\$27,906.26	
Off hire (sum of various periods - start first / end last)					
From	06-Sep-07	07.00	0.00		
To	06-Sep-07	14.35			
Days	0.31597	at	\$28,500	\$9,005.21	
Off hire (sum of various periods - start first / end last)					
From	13-Sep-07	08.15	28500.00		
To	13-Sep-07	13.15			
Days	0.28000	at	\$28,500	\$7,125.00	
Off hire (sum of various periods - start first / end last)					
From	23-Oct-07	12.25	28500.00		
To	25-May-08	06.45			
Days	37.10078	at	\$28,500	\$1,057,372.13	
Off hire (sum of various periods - start first / end last)					
From	05-Nov-07	19.00	28500.00		
To	30-Dec-07	14.00			
Days	5.67014	at	\$28,500	\$161,598.96	
Address commission					
	3.75% on gross hire +/- ballast/redelivery bonus			\$425,968.85	
Brokerage					
CLARKSON	1.25% on gross hire +/- ballast/redelivery bonus			\$141,989.62	
Bunker on delivery					
Ifo	807.280	MT at	\$300.00		\$242,184.00
Mdo	20.910	MT at	\$550.00		\$11,500.50
Bunker on redelivery					
Ifo	767.210	MT at	\$300.00	230163.00	
Mdo	97.000	MT at	\$550.00	53350.00	
Bunker cons.n re. Off Hire (at average prices)					
Ifo	389.293	MT at	\$300.00	\$116,787.88	
Mdo	39.973	MT at	\$550.00	\$21,985.11	
Cables & Representation	\$ 1,350.00 MONTHLY				\$16,825.53
(\$ 1350.00 / MONTHLY x t/c days net 379.093664)					
ILOHC					\$5,000.00
INTERCLEANING					\$24,500.00
Remittance/s					
First				\$1,187,725.25	
Second				\$104,194.59	
Third				\$406,790.75	
Fourth				\$406,790.75	
Fifth				\$406,790.75	
Total others remit.ces				\$8,668,385.22	
Estimated Owners Exp.				\$10,000.00	
OWNERS EXPENSES HOUSTON 16TH-20TH MARCH 2007 VOY 01-020/07 D/N 2007015 DEDUCTED 7TH HIRE				\$525.12	
OWNERS EXPENSES SAVANNA 22ND-27TH APRIL 2007 VOY 01-020/07 D/N 2007021 DEDUCTED 13TH HIRE				\$3,034.22	
1) LESS OWS EXPENSES AT ROSARIO+BAHIA BLANCA				\$2,697.21	
3) LESS OWS EXPENSES AT S'PORE(07-6-30)				\$1,742.50	
4) LESS OWS EXPENSES AT FANGCHENG(07-7-23) RMB231				\$31.48	
7) LESS FREE PRATIQUE AT TURKISH STRAITS				28000.00	
8) LESS OWS EXPENSES AT XIAMEN(2007-7-6) RMB10250				1406.84	
10) BOUNS TO MASTER AT Thailand				2000.00	
14) CASH TO MASTER AT MISS RIVER				31150.00	
15) LESS OWS EXPENSES AT FANGCHENG(2007-12-30)RMB312				45.00	
18) LESS BERTHAGE AT FANGCHENG RMB12100				1749.98	
OFF-HIRE BEING STOPPAGE JULY 28TH AND AUGUST 15TH : 23.5 HRS AT USD 27,431.25 NET OF 3.75% COMM				0.00	
MDO CONSUMPTION DURING STOPPAGE: 1.7 MT AT USD 550				0.00	
Ifo CONSUMPTION DURING STOPPAGE: 2.5 MT AT USD 300				0.00	
OFF-HIRE BEING UNDERPERFORMANCE YUZHNIY - KOJISICHANG: 61 HRS AT USD 27,431.25 NET OF 3.75% COMM				69721.19	
OFF-HIRE BEING UNDERPERFORMANCE MOBILE-GIBRALTAR-PORT SAID: 53.3 HRS AT USD 27,431.25 NET OF 3.75%				60920.23	
OFF-HIRE BEING UNDERPERFORMANCE SAMARINDA-KAOHSIUNG: 13.6 HRS AT USD 27,431.25 NET OF 3.75% COMM				15544.37	
MDO OVERCONSUMPTION SAMARINDA-KAOHSIUNG 2.5 MT MDO AT USD 550				1375.00	
OFF-HIRE BEING UNDERPERFORMANCE FANGCHENG-BALBOA: 65 HRS AT USD 27,431.25 NET OF 3.75% COMM				74292.96	
MDO OVERCONSUMPTION FANGCHENG-BALBOA: 17.2 MT AT USD 550				9460.00	
OFF-HIRE BEING UNDERPERFORMANCE CRISTOBAL - SW PASS: 5.6 HRS AT USD 27,431.25 NET OF 3.75% COMM				6400.62	
MDO OVERCONSUMPTION CRISTOBAL - SW PASS: 6.9 MT AT USD 550				3795.00	
LESS OFF-HIRE DUE TO UNDERPERFORMANCE: 118.62HRS=4.9425DAYS				135578.95	
MDO OVERCONSUMED IMT				550.00	
OFF-HIRE BEING UNDERPERFORMANCE BAHIA BLANCA - XIAMEN: 25.9 HRS AT USD 27,431.25 NET OF 3.75% COMM				29602.89	
MDO OVERCONSUMPTION BAHIA BLANCA - XIAMEN: 15.5 MT AT USD 550				8525.00	
OFF-HIRE BEING UNDERPERFORMANCE FANGCHENG-HOUSTON: 110.85 HRS AT USD 27,431.25 NET OF 3.75% COMM				126698.99	
MDO OVERCONSUMPTION 2.100 MT AT USD 550 BEING UNDERPERFORMANCE FANGCHENG-HOUSTON				1155.00	
TOTALS				\$14,395,096.96	\$13,257,358.99
Balance due to Charterers (UNITED BULK CARRIERS INTL MADEIRA)				\$0.00	\$1,137,737.97
				\$14,395,096.96	\$14,395,096.96
Monaco,	11-Jun-08				
T/c no.	T/C P NR: 005/07				